

SERIAL 04125 - S ROOFING REPAIRS AND MAINTENANCE (NIGP 91066)

CONTRACT PERIOD THROUGH NOVEMBER 30, 2009

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ROOFING REPAIRS AND MAINTENANCE (NIGP 91066)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **NOVEMBER 03, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

CH/ks
Attach

Copy to: Clerk of the Board
 Steve Varscsak, Facilities Management
 Kathy Sicard, Materials Management

(Please remove Serial 99101 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ROOFING REPAIRS AND MAINTENANCE
(NIGP 91066)**

1.0 INTENT:

The intent of this Invitation For Bids is to award a contract to the most responsive, responsible roofing contractor(s) to furnish all supervision, labor, equipment, materials, and transportation necessary to repair or maintain various types of roofing systems on an as needed basis. Work performed under this contract will be on a time and materials basis or project driven and under the direction and inspection of the Facilities Management Department (FMD) for buildings under the maintenance responsibility of FMD. Other County departments may use this contract for roofing services. Facilities Management is not responsible for contract administration for services requested by other County Agencies.

2.0 TECHNICAL SPECIFICATIONS:

2.1 Contractor shall make available roofing repairs to the County during daytime hours. The pricing section will have various rates for regular hours, after hours, and holiday hours.

2.2 HOURS OF SERVICE:

REGULAR SERVICE shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

SUNDAY & HOLIDAY SERVICE shall be work performed during Sunday or during any County holiday.

EMERGENCY RESPONSE TIME

Roof leaks are considered *emergency* service. The Contractor shall respond to all *emergency* service calls within two (2) to six (6) hours on site after receipt of call.

2.3 If it becomes necessary for the Contractor to perform work after an 8-hour period, billable labor hours shall be adjusted to the overtime rate.

2.4 The Contractor shall provide a working foreman, who is a mechanic/roofer, to continually supervise and direct all work at the job site. The working foreman shall supervise and oversee all work as it relates to roof repairs or replacement.

2.5 Each specific repair made to a roof shall be guaranteed for materials and labor for a period of one hundred eighty (180) days from completion of repair. Specific repairs shall be defined as any and all repair(s) made to the roof at a specific point. All repairs shall be to a professional standard.

2.6 Roofs requiring partial replacement or full replacement must be approved by FMD with an estimate of costs provided to FMD (less than 10,000 square feet of surface roof). The County reserves the right to competitively bid roofing full replacements Under the provisions of the Maricopa County Procurement Code, Article 5, Construction, and not under the requirements of this contract.

2.7 PROJECT WORK AND TIME AND MATERIALS:

2.7.1 Project Work:

2.7.1.1 Project work shall mean work performed on roofs, which, in the best interest of the County, would be more advantageous to be performed as "all inclusive" as opposed to time and materials. The contractor assigned to this contract shall meet with the County agency at the site and ascertain what work and materials will be required. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

2.7.1.2 After site review of the project, the Contractor must submit the project quote sheet back to the County requestor.

2.7.1.3 The submitted price for the project shall be all-inclusive. The Contractor shall absorb any cost overruns; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the County user agency prior to any authorization to proceed. Contractor failing to acquire change orders in writing run the risk of incurring these additional costs without payment.

2.7.1.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. It is not necessary to list parts/components when billing as a project. One all-inclusive price plus applicable tax as stated above. Tax to be included in the project cost and not a separate line item.

2.7.1.5 The project quote sheet will contain the following information:

The contract serial number
Name and address of site
Detailed scope of work
Line item, project cost

If the contractor utilizes his or her own project quote sheet, ALL TERMS AND CONDITIONS SHALL BE DELETED FROM THEIR QUOTE SHEET, AND THERE SHALL BE NO REQUIRED SIGNATURE line. The reason for this is the terms and conditions are those established under this agreement, not what the contractor has on his/her quote sheet. For signature requirements, only the Board of Supervisors is authorized to bind the County, not a County employee. The County agency may use a quote sheet under their letterhead in place of the Contractor's quote sheet signed by the County staff and the Contractor.

2.7.1.6 Acceptance of the project from the County shall be verbal, or on County letterhead from the County agency, with a notice to proceed letter.

2.7.1.7 Contractors shall be compensated for additional work requested that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

2.7.2 Time And Materials:

2.7.2.1 This contract may also be used for time and materials work (not to exceed \$5,000 without approval of the Materials Management Department) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the labor rates (If multiple award). The contractor of record having the lowest labor rate shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest labor rate. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.7.2.2 The Contractor, when submitting a quote to perform a T&M task, shall use his/her quote as an “estimate” (Note: the same rules apply as stated above – all terms and conditions are to be deleted and no signature required). The County will monitor the Contractor’s time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are “project quotes”, wherein one price is all-inclusive to perform an entire job.

2.7.2.3 If additional labor, material, and/or repairs are needed after the estimate sheet has been authorized and the actual work has started, the contractor must immediately notify the County’s designated representative prior to performing the additional work and receive authorization to continue at the additional cost. Failure to comply with the above stated conditions shall result in the contractor assuming all responsibility and it will exempt Maricopa County from any explicit or implied responsibility for any liability or additional costs incurred by such action.

2.8 PREVENTATIVE MAINTENANCE INSPECTION

A bid price based on square footage for a yearly preventative maintenance program from a pre-selected list of buildings that the county will provide. The inspection shall consist of thermographic scanning by a level one certified technician. Written reports showing the thermographic scanning and any deficiencies in the roofing.

2.9 Contractor shall remove from the job site all debris resulting from or incidental to roofing repairs/installation. All bitumen spills shall be cleaned and any damage that has occurred shall be the Contractor’s responsibility. Contractor shall not discard used roofing debris to County trash containers.

2.10 Unexpended materials or supplies purchased by the Contractor, paid with funds under the contract are, and will remain the property of the County. The Contractor shall deliver all such materials to FMD.

2.11 Contractor shall be responsible for any roof drain system and vent pipes clogged by Contractor’s roofing materials.

2.12 TRAVEL CHARGES:

Travel shall not be allowed.

2.13 MILEAGE CHARGES:

Mileage charges for trucks used by the contractor to provide the services may be billed based on a cost per mile rate, for all areas.

2.14 INVOICING:

Note: The Contractor must submit invoices to the County Agency who has made the request. The Contractor is warned that a purchase order document (or a method of payment) must be established before any work is to begin. The Contractor must invoice against the requestor’s PO and not the PO established by FMD unless work is requested by FMD.

All invoicing for time and materials work must contain:

Purchase order number (if applicable);

Terms as bid;

Contract serial number;

Job site name address and site number;

Description of work performed;

Itemized materials list description;

Price of materials;
Total labor hours;
Labor charges as bid (See * below);
Applicable sales tax on materials only;
Grand total of invoice.

*T&M labor must delineate which labor rate is billed: *Regular* service labor or *After* hours service labor.

Invoicing for project work must contain:
Purchase order number (if applicable);
Terms as bid;
Job site name address and site number;
A detailed description of work performed;
Total project cost in dollars
Tax not to be line item (See §2.7.1.4)

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

- 2.15 Contractor shall be responsible to secure all required licenses and permits when and where applicable. Contractor must comply with all Arizona State Registrar of Contractor's guidelines, and must hold a current State of Arizona commercial roofing license L-42. Proof of such must accompany bid package.

2.16 SSTA CERTIFICATION:

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards (OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Materials Management Department upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

- 2.17 In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.

- 2.18 Contractor will complete all work in a neat and workmanlike manner, to the satisfaction of the Facilities Management Department or the County agency if they oversee work.

2.19 TAX:

Taxes shall be imposed on materials/supplies purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. CONTRACTOR'S duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes CONTRACTOR may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.3.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of COUNTY.

3.3.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.3.3.1 Commercial General Liability: **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit.

The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.3.2 Automobile Liability: **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.3.3 Workers' Compensation: **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.3.4 Certificates of Insurance.

3.3.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476
chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, Contract Administrator, Facilities Management, 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.7 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 9:00 A.M. ON WEDNESDAY, AUGUST 25, 2004 AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, LIBERTY ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

3.8 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.9 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.9.1 Compliance with specifications

3.9.2 Price

3.9.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled), one (1) copy and one (1) electronic copy of pricing on a 3.5" diskette in EXCEL format. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

ALL REQUESTS FOR DISKETTES MUST BE FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573. IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.

PIONEER ROOFING COMPANY, 9221 N 15TH AVENUE, PHOENIX, AZ 85021-2198

**PRICING SHEET S017601 / B0603774
NIGP CODES 91066**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES X NO % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: X YES NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

1.0 PRICING:

Time and Materials Pricing (Labor is per hour, per man)

BUSINESS HOURS:

1.1	Foreman, portal to portal rate:	\$34.00 /per hour
1.2	Mechanic:	\$30.00 /per hour
1.3	Helper:	\$25.00 /per hour

AFTER HOURS:

1.4	Foreman, portal to portal rate:	\$51.00 /per hour
1.5	Mechanic:	\$45.00 /per hour
1.6	Helper:	\$37.50 /per hour

WEEKENDS, HOLIDAYS:

1.7	Foreman, portal to portal rate:	\$51.00 /per hour
1.8	Mechanic:	\$45.00 /per hour
1.9	Helper:	\$37.50 /per hour

MILEAGE CHARGES (See Section 2.12):

1.10	Pickup to 3/4 ton:	\$0.35 /per mile, all areas
1.11	1-ton truck:	\$0.50 /per mile, all areas
1.12	2 1/2 ton dump truck:	\$0.75 /per mile, all areas

PIONEER ROOFING COMPANY, 9221 N 15TH AVENUE, PHOENIX, AZ 85021-2198

OTHER CHARGES:

1.13 Roofing materials, supplies, cost plus: 15 %

~~1.14 Annual Preventative Maintenance~~ _____ / sq. ft
~~Inspection (Per 2.8)~~

Terms: 1% 10 DAYS, NET 30

Vendor Number: ~~861037548~~ **W000001678 X**

Telephone Number: 602-944-2696

Fax Number: 602-944-0623

Contact Person: Robert Bueche

E-mail Address: pioneerroofing@aol.com

Insurance Certificate Required

Contract Period: To cover the period ending **NOVEMBER 30, 2009.**